

# Home Improvement Policy

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## 1.0 SCOPE

### Purpose

- 1.1. This Policy explains the rights of tenants to carry out alterations and improvements to their home as per legislation and the relevant tenancy agreements.
- 1.2. This Policy applies to tenants where their tenancy agreement allows them to request consent or complete alterations and improvements in their home.
- 1.3. The Policy does not apply to leaseholders, shared ownership leaseholders or customers who hold a market rent tenancy.
- 1.4. This Policy does cover modular homes constructed utilising advanced methods of construction. In all such properties, customers who have the right to alter or improve their home must first request whg's consent in writing for **all** alterations and improvements.

### Legal and Regulatory Framework

- 1.5. Both the tenancy agreement and The Housing Act 1985 Section 97 to 101 set out the rights of tenants to carry out alterations and improvements to their home, specifically for:
  - Getting consent.
  - The provision of required conditions for consent where appropriate.
  - The power for the landlord to compensate for improvements.
  - Who qualifies for compensation.
- 1.6. The Tenancy Standard of the Regulator of Social Housing (RSH) states that registered providers:  
"1.2.2: shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation."
- 1.7. The Home Standard of the RSH states that:  
1.1 Quality of accommodation  
Registered Providers shall:
  - (a) Ensure that tenants' homes meet the standard set out in section 5 of the Government's Decent Homes Guidance one and continue to

maintain their homes to at least this standard.

- (b) Meet the standards of design and quality that applied when a home was built, and where required as a condition of the publicly funded financial assistance, if these standards are higher than the Decent Homes Standard.

1.8. Consent will not be unreasonably withheld and will be given in accordance with gas, fire and building regulations where appropriate, that will include reference to:

- Regulatory Reform (Fire Safety) Order 2005 which requires us to responsibly manage our buildings/assets and to carry out fire risk assessments to develop safe systems of working and is specific to flatted accommodation.
- Housing Health and Safety Rating System (HHSRS) requires us to ensure we manage risk relating to health and safety identified in our homes.
- The Homes (Fitness for Human Habitation) Act 2018 requires us to ensure our homes are provided and maintained in a state of fitness for human habitation and connected purposes.

1.9. For adaptations and equipment, or any alteration required due to recommendation from an occupational therapist assessment, refer to the Aids (Equipment) and Adaptations Policy.

## **2.0 POLICY STATEMENT**

### **Definition**

2.1. The definition of an improvement made by a customer to their home is noted in legislation as:

“...any alteration in, or addition to, a dwelling-house, and includes:

- (a) Any addition to or alteration in landlord’s fixtures and fittings.
- (b) Any addition or alteration connected with the provision of services to the dwelling-house.
- (c) The erection of a wireless or television aerial.
- (d) The carrying out of external decoration.

## Scope of Improvements for Consent

- 2.2. Planned improvements that customers would like to complete and that **do not require consent** from us are set out in appendix 1.
- 2.3. Improvements that **require consent** from us in all cases without exception are set out in appendix 2.
- 2.4. Improvements that **will not be allowed** are set out in appendix 3.

## Getting Consent

- 2.5. Customers who have the right to alter or improve their home must request whg's consent in writing, stating and/or providing evidence that:
  - Planning consent is obtained where needed and evidenced.
  - The tradesperson has, and provides, relevant certificates, qualifications and warranty, including adequate public liability certificates, in line with building regulations and British Standards.
  - The tradesperson carries out the work in a tradesperson like manner, and is suitably qualified.
  - Relevant building and planning certificates must be provided.
  - Access must be given for inspection on request.
  - A copy of the specification for work, stating materials to be used, with costs where required – see appendix 2.
- 2.6. We will not unreasonably withhold consent and we will ensure the customer has every opportunity to provide the relevant documents and/or meet the requirements to get consent.
- 2.7. All customer requests for consent will be considered as required. Agreement or refusal of requests will be communicated to the customer following consideration.
- 2.8. **Refusal Reasons**

The reasons we will refuse consent include but are not limited to:

- The alteration or improvement is one where we will refuse consent – see appendix 3.
- The improvement will make the property or any other premises less safe for occupiers to live in.
- The improvement may cause unnecessary increase in costs for us.
- The improvement may affect the price of sale or rent in the future.
- The relevant information has not been provided i.e. building regulations, noted in section 2.5 above.
- The improvement may affect defects liability on new build properties.
- The proposed tradesperson are insufficiently qualified to complete the work.
- The materials are inferior to the existing fixtures and fittings and they

inhibit sound transference to neighbouring properties, especially in flatted accommodation.

- There may be objections from neighbours for the proposed works.
- Maintenance costs for us increase.
- Any other requirement that is necessary for the health and safety of our customers, visitors, colleagues or contractors who occupy the property and that maintains the standard of our asset.
- The request applies to a communal area or space.

- 2.9. We will confirm the reason for refusing consent in writing, stating what is needed to get consent, unless the alteration or improvement is one where consent will not be given – see appendix 3.

### **Retrospective Consent**

- 2.10. We will give retrospective consent where we discover improvements that have been completed without consent and that meet the requirements of the Policy.
- 2.11. Where consent is not given, the customer will be informed of remedial work that is required to achieve consent and a timescale in which to complete it.
- 2.12. We will inspect all works completed where retrospective consent is required or requested.
- 2.13. If the customer is unable or refuses to complete the work, we will complete the work to our operating standard and recharge the customer for the costs.
- 2.14. Whether consent is given or refused, a standard fee of £50 plus VAT for a subsequent inspection required will be included in the charge costs.

### **Leaving the home**

- 2.15. Before a customer leaves the home, and it is found that there are improvements or alterations that have been made without consent, we will inspect the property and may decide to:
- Require the customer to return the property to its former state before leaving; or
  - Consider completing the work to return the property to its former state and recharge the full costs and expenses to the outgoing customer – see section 2.10 below.

### **Compensation for Improvements**

- 2.16. We may consider offering customers compensation for the costs of improvements made during the occupancy of their home, after the tenancy ends, only where they have had consent to carry out an improvement or alteration.

- 2.17. Compensation may be paid to the tenant, successors of a tenancy, or a joint tenant who was present during the improvement and has lived in the home at the end of the joint tenancy/tenancy.
- 2.18. If there was no consent requested or granted for the improvement, compensation will not be paid.
- 2.19. Any debts owed to us will be offset prior to final payment of compensation, which will be calculated using the depreciation formula/which will be calculated up to a limit of £3000, noted below.
- 2.20. The cost of the improvement, multiplied by the number of years' notional life left, divided by the notional life.
- 2.21. For example: a new kitchen costing £5,000 fitted six years ago.
- The notional life for a kitchen is 10 years, so there would be four years' notional life left. We would work out the compensation to be paid like this:
- $$(\text{£}5,000 \text{ (cost)} \div 10 \text{ (notional life for a kitchen)}) \times 4 \text{ (notional life left)} = \text{£}2,000$$
- 2.22. There is an upper limit of £3,000 compensation for any one improvement and a lower limit of £50.
- 2.23. Customers must submit a request for compensation no earlier than 28 days before the tenancy ends and no later than 14 days after their tenancy ends.

### **Rechargeable Repairs**

- 2.24. We may recharge the customer for carrying out alterations or improvements in the home where:
- The customer is leaving and did not have consent to carry out the work, and is unable to revert the property to its former state; and/or
  - Retrospective permission has been refused for the improvement or alteration they wish to leave behind; and/or,
  - The alteration or improvement is a risk to health and safety, where we are required to complete the work urgently; and,
  - No access is given to complete inspection and/or works that were pre-arranged. This will be considered as a tenancy breach where no access occurs.
- 2.25. All rechargeable repairs will be managed in accordance with the Recharge Policy.

### **Breach of Tenancy Agreement**

- 2.26. The following will be considered as willful damage and a breach of tenancy, in accordance with the tenancy agreement:
- Consent has been reasonably refused, and the alteration or improvement has been completed; and/or

- The customer has not put the property back to its former state after retrospective permission has been refused, within given timescales; and/or
  - Access has been refused for us to complete repairs where any consent was refused.
- 2.27. Non payment of rechargeable repairs may prevent customers accessing other products, on agreed terms, until the charges are paid in full.

### **Tenancy Management - DIY, Willful Damage and No Access**

- 2.28. Where there is evidence of willful damage from do-it-yourself repairs without consent noted in Appendices 1-3, or there is a health and safety issue, we will consider legal remedies to gain access to the property to mitigate any risks, if the risk is to life and limb.
- 2.29. Where there is evidence of willful damage and processes for not unreasonably withholding consent have been exhausted, we may consider legal remedies to repair the damage.
- 2.30. If there is no access given by the customer, we may consider legal proceedings to gain action to complete repairs for willful damage, dependent on the nature and severity of the work required.

## **3.0 PERFORMANCE MEASURES**

- 3.1 We aim to complete requests for consent within 42 calendar days upon receipt of all necessary documents.

## **4.0 MONITOR AND REVIEW**

- 4.1 This Policy will be monitored by the Director of Home Maintenance and reviewed every three years, unless an earlier review is required due to legislation or regulation change.

## **5.0 ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES**

- 5.1 Documents, policies and procedures associated with this Policy are:
- Relevant Tenancy Agreements.
  - Housing Act 1985 Section 97-100.
  - Regulator of Social Housing, Home and Tenancy Standard.
  - Relative terms of the Housing Act 1988.
  - Aids (Equipment) and Adaptations Policy.
  - Recharge Policy.
  - Empty Property (Void lettable standard).
  - Homes (Fitness for Human Habitation) Act 2018.
  - Repairs and Maintenance Policy.
  - Regulatory Reform (Fire Safety) Order 2005.
  - Housing Health and Safety Rating System (HHSRS).

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<b>Legal advice</b>	Legal Services Manager emailed and reviewed the Policy – all changes incorporated.
<b>Consultation</b>	<ul style="list-style-type: none"> <li>- Consultation undertaken with Managers – Housing and Asset Management in October and December 2018, Policy signed off Jan 2019</li> <li>- Emailed to Managers as part of Policy review process – responses recorded on the Policy review document</li> <li>- Draft emailed to Legal Services Manager Jan 19</li> <li>- Draft emailed to Directors of Home Maintenance Services and Housing.</li> </ul>
<b>Approved by</b>	Customer Experience Committee October 2019
<b>Review Date</b>	April 2023
<b>Corporate Plan aim</b>	Deliver high quality homes and services to our customers
<b>Equality analysis</b>	None
<b>Key changes made</b>	<p>1.4 - added commentary regarding modular homes constructed utilising advanced methods of construction</p> <p>2.22 – notional life formulae changed</p> <p>Addition of outside tap to Appendix 2 and deletion from Appendix 3</p>

**Appendix 1 – Improvements that do not require consent from us (except where the property is new build and in defects liability period – they are not allowed)**

<b>Internal</b>	<b>External</b>
Dishwasher/washing machine installation where space exists for one and no alterations are needed to plumb one in	Cable TV/telephone/internet – only underground or using existing cable allowed
Internal non glass door	Ground anchor (used to secure a bike/caravan or similar)
Kitchen door set in house (not a flat) – should be a fire door but is not mandatory	Key safe – care reasons
Smart meters	
Mixer taps	
Water meters	
Window restrictors to the ground floor	
Internal decoration and liability for redecoration as a result of natural settlement	
Picture/shelf/mirror hanging	
Fitted wardrobes	
Curtain rails	

## **Appendix 2 – Improvements that require consent from us in all cases**

<b>Internal</b>	<b>External</b>
Bathroom upgrades – including electrical fittings	Canopies*
Dishwasher space where space exists but alterations are needed to plumb in	Driveways**
Electric Fire	Electrical Fittings (e.g. lights/CCTV/car charging points)*
Electric fittings (lights, sockets, burglar alarms, wired smoke alarms, CCTV, any other electrical fitting)	Outside tap
Hearth	Garden works
Kitchen door set (including frame) in a flat (must be a fire door)	Mobility scooter storage*
Kitchen up grades – including electrical fittings	New fencing (where no fencing currently or used to exist)*
Laminate floor in any room without the dwelling	Patios doors and areas*
Showers including electrical fittings	Porches**
Loft conversions and insulation***	Replace existing fencing with a different type/height (not like for like)**
Extensions to heating systems – radiators only subject to agreement	Satellite dishes (if not in conservation areas and the dish not currently anywhere on a building, and complies with planning requirements**
	Sheds – erect in wood (or similar non permanent structure)
	Sheds – brick built – demolish only
	Additional lock to front or back door
	External decoration

**\*indicates that quotes are required before making a decision**

**\*\*requires quotes and planning permission - see**

**<https://www.planningportal.co.uk/> for all planning permission requirements**

### Appendix 3 - Improvements that will be refused in all cases and never allowed

Internal	External
Dishwasher/washing machine installation where no space exists	Conservatories
Gas central heating installation	Extensions
Gas cooker where no gas pipe exists in the kitchen	External doors
Glazed internal door set	Front door lock – replace thumb turn with internal key lock (only where medical requirement exists i.e. child with medical issues)
Insulation (excluding lofts) subject to review	Metal security gates/grills
Kitchen unit adjustment for non fitting fridge/freezer where the removal of kitchen units is necessary	Ponds
Knock down/erect internal walls	Satellite dish for a flat in a block containing four or more flats see planning portal above
Laminate on the 1 <sup>st</sup> floor or above for flats	Shed – erect a brick built (or similar permanent structure)
Upgrades to central heating system	Structural works
Loft conversions any flatted accommodation	Cat flaps
Wood burners or any coal/wood fire that requires chimney/flue cleaning, or an additional flue installation	
Structural changes to walls, floors, ceilings, joists ***	
Any 'lean-to', or similar type structure that is attached the outer fabric of the building	

\*\*\*subject to requirements of the Aids (Equipment) and Adaptations Policy